

Summary Sheet Feb 16, 2021

<u>Bill</u>	<u>Status</u>	<u>Title</u>	<u>Sponsor</u>	<u>Meeting</u>
21-017	2nd Read	Amending Chapter 109 of the Codified Ordinances of 1997, as amended, to enact Section 109.07 thereof to authorize the City Engineer to establish contract retainage terms for construction of public improvements	Lawrence	
21-022	Vote	Transferring appropriations in the amount of \$10,755 within the Utility Collection Fund (#603), to purchase computer equipment needed to install, program, read and maintain the new water meters	Van Harlingen	
Caucus Begins				
21-024	Vote	Authorizing the Public Works Director to enter into a lease with Black Tusk LLC, for real estate known as Hangar# 529 at the Mansfield Lahm Airport	Scott	*Pulled 2/2/21
21-028	Vote	Honoring Officer Jeffrey T. McKinley upon his retirement from the Mansfield Division of Police.	Scott	
21-029	Vote	Establishing Standing Committees of Council, designating membership thereon for the term commencing February 17, 2021, and expiring December 31, 2021	Scott	
21-030	Vote	Demolition - 187 North Benton	Meier	
21-031	Vote	Demolition - 245 Elmwood Drive	Meier	
21-032	Vote	Demolition - 261 Elmwood Drive	Meier	
21-033	Vote	Demolition - 277 Elmwood Drive	Meier	
21-034	Vote	Demolition - 278 Harman Street	Meier	
21-035	Vote	Demolition - 397 Buffalo Street	Meier	
21-036	Vote	Authorizing payment to Baker's Collision Repair in the amount of five thousand four hundred twenty-six and 97/100 dollars (\$5,426.97) by affirming a Then and Now Certificate of the Finance Director,	Van Harlingen	6:50 Finance

Summary Sheet Feb 16, 2021

<u>Bill</u>	<u>Status</u>	<u>Title</u>	<u>Sponsor</u>	<u>Meeting</u>
21-037	Caucus Only	Appropriating the sum of two hundred twenty thousand eight hundred, thirty-eight and 00/100 dollars (\$220,838.00) from the unappropriated Industrial Development Fund (#216) to appropriate the City's restricted revolving loan fund cash balance to provide financial assistance to local companies for future growth, and expansion	Van Harlingen	6:50 Finance
21-038	Caucus Only	Authorizing the Mayor and Safety-Service Director to accept funding from the Ohio Office of Criminal Justice Services under the 2020 Subgrant in the amount of fifty thousand and 00/100 dollars (\$50,000.00) to purchase (16) body-worn cameras and related equipment	Van Harlingen	6:50 Finance
21-039	Caucus Only	Authorizing the Mayor and Safety-Service Director to accept funding from the Ohio Office of Criminal Justice Services under the 2020 Subgrant in the amount of one hundred twelve thousand, five hundred and 00/100 dollars (\$112,500.00) to be used for METRICH operations	Van Harlingen	6:50 Finance
21-040	Vote	Authorizing the acceptance of funding from the Ohio Office of Criminal Justice Services (OCJS) for the Northern Ohio Violent Crime Consortium (NOVCC), in the amount of seventy-seven thousand, seven hundred fifty-six and 00/100 dollars (\$77,756.00) to reduce violence in high crime areas and assist the Mansfield Police Department's effort to create safer neighborhoods	Van Harlingen	6:50 Finance
21-041	Caucus Only	Adopting personnel positions, pay grades and salaries for certain employees of the City of Mansfield 2021 payroll year	Moton	6:45 Employee Relations

NEXT MEETING Tuesday March 2, 2021 7:00 PM Council to follow

BY: MR. LAWRENCE

Amending Chapter 109 of the Codified Ordinances of 1997, as amended, to enact Section 109.07 thereof to authorize the City Engineer to establish contract retainage terms for construction of public improvements.”

WHEREAS, the City of Mansfield, Ohio (the “City”) regularly engages in the construction of significant public improvements, and

WHEREAS, the Council of the City of Mansfield, Ohio (the “Council”) has determined that it is in the best interest of the City to construct its public improvements with the greatest efficiency, highest quality, and lowest cost, and

WHEREAS, the Council has determined that the construction of certain public improvements with the greatest efficiency, highest quality, and lowest cost will be aided by empowering the City Engineer to establish retainage provisions specific to each particular contract based upon different factors, and

WHEREAS, the power to establish retainage provisions in contracts for the construction of public improvements is authorized under the City Charter of this City and the general laws of the State of Ohio.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE
CITY OF MANSFIELD, STATE OF OHIO:**

SECTION 1. Section 109.07 of the Codified Ordinances of the City of Mansfield is hereby created as follows:

“109.07 RETAINAGE ON CONSTRUCTION CONTRACTS FOR PUBLIC IMPROVEMENTS

- (a) As used in this Section “Public Improvement” shall mean any construction, reconstruction, enlargement, alteration, repair, remodeling, rehabilitation, or renovation of a building, road, bridge, treatment works, water line, sewer, utility, stormwater or flood control infrastructure, and associated appurtenances for all such items, or any other item or works generally considered to be a capital improvement.
- (b) As used in this Section “Contractor” shall mean the entity with whom the City contracts with to construct a particular Public Improvement, such as but not limited to a general contractor, construction manager, or design builder.
- (c) Notwithstanding any provision in the Ohio Revised Code to the contrary, the City Engineer shall identify in each contract for a Public Improvement the percentage of each payment application submitted by the Contractor that the City will retain until elements of the Public Improvement are totally complete and ready for final payment as set forth in the particular contract for the Public Improvement, which will be known as the Retainage Amount.
 - 1) The Retainage Amount will based upon factors including but not limited to contract amount, contract complexity, contract length, bidding interest in the contract, and the source of funding for the contract.
 - 2) The Retainage Amount will be expressed as a percentage between 0% and 5% of the Contractor’s payment applications. If there is no Retainage Amount identified in the Contract, the Retainage Amount will be 2%.
 - 3) The City, at the City Engineer’s sole discretion, may elect to refrain from withholding retainage from pay applications after the underlying construction has reached a certain percentage of completion, if so set forth in the contract for the particular Public Improvement. If there is no such retainage cutoff established in the contract for the particular Public Improvement, the Retainage Amount will be withheld from all payment applications except for the final payment application.

BILL #21-024

ORDINANCE # _____

BY: MR. SCOTT

Authorizing the Public Works Director to enter into a lease with Black Tusk LLC, for real estate known as Hangar# 529 at the Mansfield Lahm Airport, and declaring an emergency.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MANSFIELD, STATE OF OHIO:

SECTION 1. That the Public Works Director be, and he is hereby, authorized to execute on behalf of the City of Mansfield a lease with Black Tusk LLC, for real estate known as Hangar #529 at the Mansfield Lahm Airport, substantially in accordance with a proposed copy of said lease, as attached hereto as Exhibit A and made a part hereof.

SECTION 2. That by reason of the immediate necessity for timely renewing the lease to said property at the earliest possible time, this measure is determined to be an emergency ordinance for the immediate preservation of the public peace, health, safety and welfare of the City of Mansfield and its inhabitants and providing it receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect be in force immediately upon its adoption, otherwise from and after the earliest time allowed by law, after its passage and approval by the Mayor.

Caucus 16 February 2021
1st Reading 16 February 2021
2nd Reading _____
PASSED 16 February 2021

SIGNED /s/ David Falquette
President of Council

ATTEST /s/ Amy L. Yockey
Clerk of Council

APPROVED /s/ Timothy L. Theaker
Mayor

APPROVED AS TO FORM: John R. Spon
Law Director
City of Mansfield, Ohio

CITY OF MANSFIELD, OHIO
REAL ESTATE LEASE
at MANSFIELD LAHM REGIONAL AIRPORT

This Lease is made as of the 1st day of January, 2021 by and between the City of Mansfield, Ohio, (hereinafter "Lessor" or "City") and Black Tusk LLC, an Ohio Limited Liability Company, of 3362 Possum Run Road Mansfield Ohio 44903 (hereinafter "Lessee").

WITNESSETH:

1. PREMISES:

The Lessor hereby leases to the Lessee the following described premises, known as Hangar 529 and being part of the City's Mansfield Lahm Municipal Airport property, Richland County, Ohio, to wit:

Situated in the Northwest Quarter of Section 3, Madison Township, Richland County, State of Ohio on land owned by the City of Mansfield, Ohio; the same being more particularly described as follows:

Commencing at a point 934.7 feet east of the centerline of Harrington Memorial Road, said centerline being also the west line of Section 3, and 50 feet south of the south edge of the access ramp (formerly known as Runway 9-27); thence southerly parallel to the centerline of Harrington Memorial Road (west line of Section 3), 200 feet to the place of beginning;

Thence continuing southerly and parallel to the centerline of Harrington Memorial Road (west line of Section 3), 150 feet; thence easterly parallel to and 400 feet south of the south edge of the access ramp (formerly known as Runway 9-27), 150 feet; thence northerly and parallel to the centerline of Harrington Memorial Road (west line of Section 3), 150 feet; thence westerly parallel to and 250 feet south of the edge of the access ramp (formerly known as Runway 9-27), 150 feet to the place of beginning; the same containing 0.517 acres (22,500 sq. ft.) of land, more or less.

Permanent Parcel Number: 028-90-118-09-013

Property Address: 2000 Harrington Memorial Road, Mansfield, OH 44903 (Hanger #529)

2. TERM:

The initial term of this Lease shall be for a period of ten (10) years beginning January 1st 2021, and continuing through December 31st 2030.

If Lessee has paid all rent and taxes and complied with all provisions of this Lease, then this Lease shall automatically renew at expiration of the initial term for four (4) additional terms of five (5) years. This lease is eligible for a grand total of thirty (30) years: one initial term of 10 years, and 4 renewal terms of 5 years each. If Lessee elects not to renew the Lease, Lessee shall so notify Lessor in writing at least sixty (60) days in advance of the start of any renewal term. Any renewal of this Lease shall be upon the same terms and conditions as contained herein except the rent which shall be as set forth in paragraph 3 below.

3. RENT:

Lessee shall pay rent, for the premises as described in paragraph 1 hereof, in accordance with the Schedule A, attached hereto and made a part hereof. Rent shall be paid in advance in a single payment on or before January 1 each year to the Lessor at the Office of the Finance Director, 30 North Diamond Street, Mansfield, Ohio 44902.

4. PURPOSE-USE:

Lessee accepts the premises in their present condition. Lessee shall use the leased premises only for storage and maintenance of aircraft and for aeronautical purposes related thereto, not in conflict with applicable laws, rules and regulations. Lessee shall maintain and operate their facilities safely and efficiently and in accordance with specified conditions pursuant to all FAA Grant Assurances. Lessee agrees that any building on the premises shall be constructed or maintained in accordance with the building code and fire code as adopted by the City of Mansfield. Additionally, the Lessee agrees to construct the apron and necessary connecting hanger ramp in accordance with specifications and requirements of the Federal Aviation Administration (FAA) and the City of Mansfield at the lines and grades as approved by the City Engineer. Required testing and inspections to assure proper construction and restoration of premises outside the construction to a reasonable satisfaction of the Lessor shall all be at Lessee's cost and expense. Lessee further agrees any improvement shall be completed in due course and in a period not exceeding one hundred and eighty (180) days from date of construction start. No damaged aircraft or aircraft being rebuilt shall be stored or otherwise kept in public view on the leased premises. Lessee may request in writing for an extension additional time if necessary; Lessor shall not unreasonably withhold the granting of an extension.

5. UTILITIES:

Any building on or constructed on the Lot shall at Lessee's expense be connected into and use available City water and sewer facilities and Lessee shall pay the established charges for such connections and services as well as for all other utilities furnished to the Lot. Any building not connected into such facilities as of the date hereof shall not be required to do so.

6. TAXES:

Lessee agrees to pay all real and personal property taxes and/or assessments levied upon the premises and contents or any part thereof promptly upon billing by the Lessor and prior to the date, for any tax period, when interest or penalty could be added to such tax. Notwithstanding the foregoing, Lessee shall have the right, at Lessee's discretion, to file a reassessment complaint challenging the assessed values of the real or personal property upon the premises.

7. PUBLIC AIRPORT FACILITIES:

Public airport facilities shall include all necessary landing area appurtenances including but not limited to approach areas, runways, taxiways, aprons, aircraft and automobile parking areas, roadways, sidewalks, navigational aids, lighting facilities, terminal facilities or other public things appurtenant to said airport. These facilities shall be maintained by Lessor, without objection or hindrance by Lessee, so as to retain the airport's certification under FAR Part 139, Part 77, and all applicable FAA Advisory Circulars pertaining to airport operations.

8. USE OF AIRPORT FACILITIES:

The Lessee shall have non-exclusive use in common with other users of the airport, including, but not by way of limitation, the landing areas, aprons, taxiways and parking described herein and it is hereby specifically understood and agreed that nothing contained herein shall be construed to grant or authorize the granting of an exclusive right to provide aeronautical services to the public (as prohibited by § 308(a) of the Federal Aviation Act of 1958, as amended).

The City agrees not to permit parking of vehicles on or any other use of the apron, taxiway or perimeter, service or access road that will interfere with or obstruct access to the Lessee's premises.

9. MAINTENANCE-ALTERATIONS:

Lessee shall, at its own expense:

- (a) Keep any buildings on the leased premises well maintained and in repair consistent with good business practice;
- (b) Keep the grounds of the leased premises reasonably free from weeds, rubbish or debris with all garbage and rubbish held only temporarily for collection and removal from the premises on the City's regular schedule or equivalent; Lessee shall comply with FAA Advisory Circular 150/5200-33 or most current guidance on hazardous wildlife attractants on or near airports.

- (c) Perform snow removal, grass mowing/trimming and building security for the leased premises as reasonably required for Lessee's use and enjoyment of the premises;
- (d) Maintain in good usable condition the hanger ramp connecting the leased premises to the general airport facilities.

Lessee may, at its own expense, make alterations and improvements to its leased premises, but shall first present plans and specifications to and obtain written consent from the City which consent shall not be unreasonably withheld.

10. SIGNS:

Lessee shall not have or allow any billboard, advertising or other display device on the outside of the leased premises. Notwithstanding the foregoing, Lessee may display the hangar number and the name of the hangar owner on the exterior of the hangar as approved by the City in its reasonable discretion.

11. RIGHT OF ACCESS/INSPECTION:

Lessor hereby reserves the right to enter upon and into the leased premises and buildings thereon at reasonable times for the purpose of making inspections to determine if the provisions and requirements of this lease are being fully complied with. Should the buildings on the leased premises become deficient in maintenance or in need of repair, Lessee hereby agrees to remedy same within thirty (30) days after receipt of written notice from the Lessor setting forth the deficiencies. Failure to comply with such written specific notice shall be considered a breach of this Lease.

12. SERVICES:

Subject to Lessor's obligations under Paragraph 7 above, the Lessor shall have no responsibility or liability to furnish any services to Lessee, but Lessee may negotiate with Lessor for any services it may request and shall pay for such additional services the consideration so negotiated. However, nothing in this paragraph 12 shall be construed to relieve Lessor from maintaining and operating the Airport as a public airport with public airport facilities.

13. INDEMNIFICATION AND INSURANCE:

- (a) The Lessee agrees to indemnify and save harmless the Lessor from any and all losses, claims, demands, actions, costs or expenses that may proximately result to the Lessor from any act or omission on the part of the Lessee.

- (b) During the term of the Lease, Lessee shall maintain, at Lessee's expense, public (not excluding the Lessor) liability insurance against claims or liability for personal injury, death and property damage arising from the use of the leased premises and adjoining areas. The insurance shall be carried with insurance companies authorized to transact business in Ohio and shall be in an amount no less than \$500,000 for property damage and no less than \$500,000 for injury or death to any one person and \$1,000,000 for any one accident. Such insurance shall be maintained for the mutual benefit of the Lessee and the Lessor, its agents and employees, and shall name the Lessee and Lessor as insureds. Lessor reserves the right to increase such insurance requirements, if required by rules and regulations of the airport adopted by Mansfield City Council, but such an increase may only be made effective on the starting date of one or more renewal terms hereunder and, further, provided that if any such increase raises any one or more coverage limit by more than 20% over the then existing limit, the Lessee may elect to terminate this Lease as provided for in paragraph 18.
- (c) Lessee shall be responsible for maintaining its own insurance on all buildings and other improvements on the leased premises together with the contents therein.
- (d) Lessee shall furnish Lessor with certificates of all insurance required hereunder which certificates and the underlying policies shall include a provision that coverages will not be canceled or materially changed without at least ten (10) days prior written notice to Lessor.
- (e) In the event the improvements on the Lease Premises are destroyed or are damaged in excess of fifty percent (50%) of total property value due to any cause, the Lessee may, at its own expense, repair, restore or replace the destroyed property if Lessee deems it practical or advisable to do so, and this Lease shall continue in full force and effect without abatement or reduction in rent. If Lessee deems it impractical or inadvisable to repair, restore or replace the destroyed or damaged improvements, this Lease shall terminate on ninety (90) days written notice to Lessor. If so terminated, Lessee at request of Lessor shall remove the damaged improvements and debris and restore the surface to its approximate original condition, and Lessee shall be entitled only to reimbursement of any rental paid in advance for the unexpired portion of the Lease term.

14. **DEFAULT:**

Lessee agrees that if any payment of rent or taxes is past due more than sixty (60) days, the Lessor may elect to declare this Lease terminated, in which event, Lessee upon written notice given it shall surrender possession of the premises peacefully to the City, unless it pays said amount due within said sixty (60) day period. If Lessee defaults in any other covenant or condition herein contained and shall continue in such default for a period of ninety (90) days after written notice from the Lessor, Lessor shall have the right to declare this Lease forfeited and upon written notice thereof

the Lessee shall surrender peacefully possession of the leased premises. Notwithstanding anything to the contrary contained in this Lease, in the event this Lease is terminated for any reason whatsoever, Lessee may, at Lessee's option, remove all improvements above ground level within a reasonable time after such termination.

15. SUBORDINATION:

- (a) State and Federal Law. This Lease is subject to all provisions and conditions of any existing or future agreements by the Lessor with the Federal Aviation Administration and with the Ohio Department of Transportation, Office of Aviation regarding the airport and nothing contained herein shall be construed to prevent the Lessor from making further agreements with the federal government and the State of Ohio regarding the airport.
- (b) Local Ordinances/Regulations. This Lease is subject to all ordinances of the City which affect the Airport and all rules and regulations of the Airport in effect from time-to-time.
- (c) Should the effect of such agreements referred to under (a) above or the laws/regulations under (b) above be to substantially destroy or prevent the reasonable exercise of Lessee's rights and uses hereunder by taking a part of the leased premises or in some other manner, then the Lessee or Lessor may terminate this Lease under the provisions of paragraph 18 hereof.

16. CONDEMNATION:

The Lessor City shall have the power of eminent domain with respect to the leased premises, even though Lessor is a party hereto, in accordance with the statutes of the State of Ohio relating to eminent domain and condemnation.

17. ASSIGNMENT:

Lessee shall have the privilege of assignment of this Lease Agreement, upon advance written notice to the Lessor and written consent from Lessor. The Lessor shall not unreasonably withhold consent. The notice to Lessor shall set forth the name, address and nature of the business of the proposed assignee. If no written objection from the Lessor is received by Lessee within twenty (20) days after said notice then the assignment shall be presumed to be approved by Lessor.

18. TERMINATION:

This Lease shall terminate at the end of the full term hereof, and the Lessee shall have no further right or interest in any part of the demised premises except as provided in paragraph 2 of this Lease, and the Lessor shall be entitled to have the land demised herein returned to it clear of all improvements above ground level and if Lessee fails to so remove improvements, they shall thereafter become the property of the Lessor. Notwithstanding the foregoing, if Lessee desires to continue using the premises and the City has not converted the premises to some other use, then the City agrees to negotiate a new Lease Agreement in good faith.

This Lease may be terminated by the Lessee without liability for rentals accruing thereafter and without return of any rental paid in advance, at the end of any twelve (12) month period after the date of this Lease; subject, however, to a sixty (60) days advance written notice to Lessor when said Lease is to be terminated, and Lessee may, at Lessee's option, remove the improvements on the demised premises and if Lessee fails to do so within a reasonable time after termination, then the improvements shall become the property of the Lessor.

In the event Lessor fails to perform its obligations as set forth in the Lease, and such failure substantially destroys or prevents the reasonable exercise of Lessee's rights and uses hereunder, the Lessor shall pay to the Lessee as liquidated damages the current value of the fixed improvements of an aeronautical and related nature made on the demised premises (for the purpose of this Lease, said current value shall be computed based upon an appraisal procedure agreed upon by the parties) and thereupon all such improvements shall be and become the sole property of Lessor; provided, however, that in lieu of accepting said current value, the Lessee shall have the option of removing said fixed improvements and thereupon this Lease shall terminate.

Default of payment of any of the rentals reserved herein to the Lessor or default in payment of any taxes levied against the leased premises or improvements, shall give the Lessor the right to terminate this Lease at any time after sixty (60) days' notice has been given to Lessee, unless within said time the Lessee has complied fully with the requirements for payment of such rental or taxes. In the event this Lease is finally terminated for such a default of Lessee, the improvement shall be removed or become Lessor's property as provided hereinabove.

On the nonpayment of the whole or any part of the amounts agreed upon at the time such payments become due, the damage or destruction of Lessee's hanger building without repair satisfactory to the Lessor or replacement thereof within twelve (12) months, the abandonment of the demised premises or complete discontinuance of usage for aircraft storage, or upon the nonperformance by Lessee of any or the agreements and covenants herein mentioned, by it to be kept and performed, the Lessor shall give the Lessee written notice by certified mail of the claimed defect, failure, omission or commission of the Lessee and the Lessee shall thereupon have the right and privilege to cure such defect, etc. within a period of sixty (60) days. Upon the failure of the Lessee to do so, the Lessor may take immediate possession of the premises and declare this Lease terminated, subject to Lessee's right to remove the improvements pursuant to paragraph 14. In this connection, it is agreed that failure of the Lessor to declare this Lease terminated upon a default of Lessee for any of the reasons set out shall not operate to bar or destroy the right of Lessor to declare this Lease null and void by reason of any subsequent violation of the terms of this Lease.

19. NON-WAIVER:

No failure by either the Lessor or Lessee to insist upon the strict performance by the other of any covenant, agreement, term or condition of this Lease or to exercise any right or remedy upon a breach thereof, shall constitute a waiver of any such breach or such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Lease, but each and every covenant, condition, agreement and term of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach.

20. NOTICES:

Notices hereunder shall be in writing and sent by certified mail addressed to the parties as follows:

To: City of Mansfield, Ohio
Attn: Public Works Director
30 North Diamond Street
Mansfield, Ohio 44902

To: Black Tusk LLC,
3362 Possum Run Road
Mansfield Ohio 44903

21. SUCCESSORS/ASSIGNS:

All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of successors, heirs and assigns of the respective parties hereto.

22. PARAGRAPH HEADINGS:

The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Lease.

23. SEVERABILITY:

If any term, covenant, condition or provision of this Lease is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed in triplicate as of the day and year first above-written.

WITNESSES:

Hollie McCauley
Jan Michel
Cheryl Shell

CITY OF MANSFIELD (Lessor)

BY: David Remy
David Remy, Public Works Director

Black Tusk LLC
3362 Possum Run Road
Mansfield Ohio 44903 (Lessee)

BY: Janice E Schumer
Janice E. Schumer, Agent and Sole Member

APPROVED AS TO FORM:

John R. Spon, Law Director

STATE OF OHIO)
) ss.
COUNTY OF RICHLAND)

On this 8 day of February, 2021 before me, a Notary Public in and for said County and State, came the City of Mansfield, Ohio, by David Remy, its Public Works Director, who acknowledged the execution of the foregoing Lease to be his voluntary act on behalf of the City of Mansfield, Ohio, and the free act and deed of said City. (Ord. # - -).



Hollie McCauley
Notary Public

STATE OF OHIO)
) ss.
COUNTY OF RICHLAND)

On this 5 day of February, 2021 before me, a Notary Public in and for said County and State, came [Lessee Representative Name], who acknowledged the execution of the foregoing Lease to be their voluntary and free act and deed.



L PAIGE YORK SCHORR
Notary Public
In and For the State of Ohio
My Commission Expires 9/21/24

L. Paige York Schorr
Notary Public

SCHEDULE A

Term	Dates	Amount / Lot / Year
Initial	1/1/2021- 12/31/2030	\$1,915.00
First Renewal	1/1/2031- 12/31/2035	\$2,100.00
Second Renewal	1/1/2036- 12/31/2040	\$2,350.00
Third Renewal	1/1/2041- 12/31/2045	\$2,500.00
Fourth Renewal	1/1/2046- 12/31/2050	\$2,800.00

BILL #21-029

RESOLUTION # _____

BY: MR. SCOTT

Establishing Standing Committees of Council, designating membership thereon for the term commencing February 17, 2021, and expiring December 31, 2021, and declaring an emergency.

WHEREAS, Council believes it necessary and essential to an orderly manner of conducting the legislative responsibilities of Council that certain standing committees of Council be established to commence February 17, 2021, and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MANSFIELD, STATE OF OHIO:

SECTION 1. That the following standing committees of Council be, and the same is hereby, established for the term commencing February 17, 2021, and expiring December 31, 2021, with membership and position thereon as indicated:

STANDING COMMITTEES OF COUNCIL			
COMMITTEE	CHAIRMAN	VICE CHAIRMAN	MEMBER(S)
AIRPORT	Scott	Meier	Burns
CLAIMS	Lawrence	Burns	Zader
ECONOMIC DEVELOPMENT	Davenport	Moton	Burns
EMPLOYEE RELATIONS	Moton	Scott	Meier
FINANCE & AUDIT	Van Harlingen	Davenport	Scott
MUNICIPAL & PUBLIC UTILITIES	Van Harlingen	Meier	Scott
PARKS & RECREATION	Meier	Davenport	Moton
PUBLIC AFFAIRS	Davenport	Van Harlingen	Lawrence
RULES	Burns	Lawrence	Zader
SAFETY	Scott	Meier	Davenport
STREETS & TRAFFIC	Meier	Van Harlingen	Zader
ZONING	Meier	Van Harlingen	Moton

BILL #21-030

ORDINANCE # _____

BY: MRS. MEIER

Declaring the remains of a designated dwelling with severe fire damage (187 North Benton Street) to be insecure, unsafe, structurally defective and dangerous to life and other property; directing the demolition thereof by City forces or contract labor, materials and equipment, and declaring an emergency.

WHEREAS, under authority of Section 3, Article XVIII of the Ohio Constitution and §§715.26, 715.261, 3737.14 and 3737.28 of the Ohio Revised Code, the City has enacted Chapter 1335 of the Mansfield Codified Ordinances, 1997, relating to the removal and repair of buildings and structures for the purpose of safeguarding life and property and for the promotion of the peace, health, safety and welfare of the City of Mansfield and its inhabitants, and

WHEREAS, the Bureau of Buildings, Inspections, Licenses and Permits has, pursuant to Chapter 1335 of the Mansfield Codified Ordinances, 1997, made its inspection and issued its notice and order as pertains to the remains of the building and structure hereinafter described, and

WHEREAS, the owner or occupant has failed to comply with the order issued by the Bureau, and

WHEREAS, Council is fully advised in this matter by reason of the reports and proceedings of the Bureau.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE
CITY OF MANSFIELD, STATE OF OHIO:**

SECTION 1. That it is hereby determined and declared that a two story, wood and trans-site sided, residential structure with severe fire damage located on the premises described in Section 2 hereinafter is insecure, unsafe, structurally defective and dangerous to life and other property by reason of its hazardous and unsound condition, unsound and unsafe walls, floors, foundation and ceilings, and by reason of want of repair, age and dilapidation, severe fire damage; and it is hereby further determined and declared that by reason thereof said building or structure is beyond repair and is a nuisance.

SECTION 2. That the premises referred to in Section 1 hereof are described as follows: Situated in the City of Mansfield, County of Richland and State of Ohio: being lot number Four Thousand Seven Hundred Twenty-six (#4726) of the consecutively numbered lots in the City of Mansfield.

Parcel Number: 027-04-235-03-000

Owner: Steven Lowe Sr. and unknown Spouse and Amanda Jo Brownfield and Unknown Spouse
Address: 187 North Benton Street

SECTION 3. That the Bureau of Buildings, Inspections, Licenses and Permits is hereby authorized and directed to enter into a contract according to law with a competent and licensed contractor for the provision of labor, materials and equipment for the demolition and removal of

BILL #21-031

ORDINANCE # _____

BY: MRS. MEIER

Directing the demolition of a designated dwelling (245 Elmwood Drive) located in an area designated by the City Engineer to part of the Dry Damn Project; and directing the demolition thereof by City forces or contract labor, materials and equipment.

WHEREAS, The Council of the City of Mansfield Ohio (“City”), has previously determined and approved the construction and, operation and maintenance of certain public infrastructure improvements, including construction of earthen embankments and related storm water management improvements in order to mitigate flooding, to the promotion of public health and welfare (the “Project”) and,

WHEREAS, The City previously acquired this property for said Project and the structure on the property located at 245 Elmwood Drive needs to be demolished for the completion of said project and,

WHEREAS, the Bureau of Buildings, Inspections, Licenses and Permits has, pursuant to its duties, inspected the remains of the building and structure hereinafter described, and

WHEREAS, this Council is fully advised in this matter by reason of the reports and proceedings of the Bureau.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE
CITY OF MANSFIELD, STATE OF OHIO:**

SECTION 1. That it is hereby determined and directed that a City owned property, one-story, single-family, residential structure, with an unattached garage located on the premises, further described in Section 2, hereinafter is set to be demolished by City forces or contract labor, materials and equipment further described in Section 2.

SECTION 2. That the premises referred to in Section 1 hereof are described as follows: Situated in the City of Mansfield, County of Richland, and State of Ohio: Situated in the Township of Madison, County of Richland and State of Ohio: Being part of the Northwest Quarter of Section 20, Township 21, Range 18, also being part of Outlet 13 and part of Not 12989 in the City of Mansfield.

Parcel Number: 027-03-030-12-001 and 027-03-030-12-000 and 027-03-030-15-001

Owner: City of Mansfield, Ohio

Address: 245 Elmwood Drive

SECTION 3. That the Bureau of Buildings, Inspections, Licenses and Permits is hereby authorized and directed to enter into a contract according to law with a competent and licensed contractor for the provision of labor, materials and equipment for the demolition and removal of the building(s) or structure(s) hereinbefore described, including any fences, concrete stairs,

retaining walls and all appurtenances thereto, together with the removal of all debris and leveling to grade, or to proceed by force account.

SECTION 4. That the costs authorized in Section 3 above may be paid from The Sewer Fund (#503), Sewer Non-Departmental (503.99.99) Contractual Services Classification.

SECTION 5. That any personal property and chattels shall be deemed an intentional abandonment thereof by previous owner or occupant and such property may be subject to salvage rights of the demolition contractor.

SECTION 6. That the debris and all materials resulting from the demolition of the structure(s) or building(s) shall become the property of the contractor.

SECTION 7. That this measure shall take effect and be in force after the earliest time allowed by law, after its passage and approval by the Mayor.

Caucus 16 February 2021
1st Reading 16 February 2021
2nd Reading _____
PASSED 16 February 2021

SIGNED /s/ David Falquette
President of Council

ATTEST /s/ Amy L. Yockey
Clerk of Council

APPROVED /s/ Timothy L. Theaker
Mayor

APPROVED AS TO FORM: John R. Spon
Law Director
City of Mansfield, Ohio

BILL #21-032

ORDINANCE # _____

BY: MRS. MEIER

Directing the demolition of a designated dwelling (261 Elmwood Drive) located in an area designated by the City Engineer to part of the Dry Damn Project; and directing the demolition thereof by City forces or contract labor, materials and equipment.

WHEREAS, The Council of the City of Mansfield Ohio (“City”), has previously determined and approved the construction and, operation and maintenance of certain public infrastructure improvements, including construction of earthen embankments and related storm water management improvements in order to mitigate flooding, to the promotion of public health and welfare (the “Project”) and,

WHEREAS, The City previously acquired this property for said Project and the structure on the property located at 261 Elmwood Drive needs to be demolished for the completion of said project and,

WHEREAS, the Bureau of Buildings, Inspections, Licenses and Permits has, pursuant to its duties, inspected the remains of the building and structure hereinafter described, and

WHEREAS, this Council is fully advised in this matter by reason of the reports and proceedings of the Bureau.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE
CITY OF MANSFIELD, STATE OF OHIO:**

SECTION 1. That it is hereby determined and directed that a City owned property, one-story, single-family, residential structure with an attached garage located on the premises, further described in Section 2, hereinafter is set to be demolished by City forces or contract labor, materials and equipment further described in Section 2.

SECTION 2. That the premises referred to in Section 1 hereof are described as follows: Situated in the City of Mansfield, County of Richland, and State of Ohio: Known as Lot Number Twelve Thousand Nine Hundred Eighty-Nine (#12989) of the consecutively numbered lots as shown at Volume 17, Page 154 of Plats.

Parcel Number: 027-03-030-15-000

Owner: City of Mansfield, Ohio

Address: 261 Elmwood Drive

SECTION 3. That the Bureau of Buildings, Inspections, Licenses and Permits is hereby authorized and directed to enter into a contract according to law with a competent and licensed contractor for the provision of labor, materials and equipment for the demolition and removal of the building(s) or structure(s) hereinbefore described, including any fences, concrete stairs, retaining walls and all appurtenances thereto, together with the removal of all debris and leveling to grade, or to proceed by force account.

BILL #21-033

ORDINANCE # _____

BY: MRS. MEIER

Directing the demolition of a designated dwelling (277 Elmwood Drive) located in an area designated by the City Engineer to part of the Dry Damn Project; and directing the demolition thereof by City forces or contract labor, materials and equipment.

WHEREAS, The Council of the City of Mansfield Ohio (“City”), has previously determined and approved the construction and, operation and maintenance of certain public infrastructure improvements, including construction of earthen embankments and related storm water management improvements in order to mitigate flooding, to the promotion of public health and welfare (the “Project”) and,

WHEREAS, The City previously acquired this property for said Project and the structure on the property located at 277 Elmwood Drive needs to be demolished for the completion of said project and,

WHEREAS, the Bureau of Buildings, Inspections, Licenses and Permits has, pursuant to its duties, inspected the remains of the building and structure hereinafter described, and

WHEREAS, this Council is fully advised in this matter by reason of the reports and proceedings of the Bureau.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE
CITY OF MANSFIELD, STATE OF OHIO:**

SECTION 1. That it is hereby determined and directed that a City owned property, one-story, single-family, residential structure, with an unattached garage located on the premises, further described in Section 2, hereinafter is set to be demolished by City forces or contract labor, materials and equipment further described in Section 2.

SECTION 2. That the premises referred to in Section 1 hereof are described as follows: Situated in the City of Mansfield, County of Richland, and State of Ohio: Known as Lot Number Twelve Thousand Nine Hundred Eighty-eight (#12988) of the consecutively numbered lots as shown at Volume 17, Page 154 of Plats.

Parcel Number: 027-03-132-16-000

Owner: City of Mansfield, Ohio

Address: 277 Elmwood Drive

SECTION 3. That the Bureau of Buildings, Inspections, Licenses and Permits is hereby authorized and directed to enter into a contract according to law with a competent and licensed contractor for the provision of labor, materials and equipment for the demolition and removal of the building(s) or structure(s) hereinbefore described, including any fences, concrete stairs, retaining walls and all appurtenances thereto, together with the removal of all debris and leveling to grade, or to proceed by force account.

SECTION 4. That the costs authorized in Section 3 above may be paid from The Sewer Fund (#503), Sewer Non-Departmental (503.99.99) Contractual Services Classification.

SECTION 5. That any personal property and chattels shall be deemed an intentional abandonment thereof by previous owner or occupant and such property may be subject to salvage rights of the demolition contractor.

SECTION 6. That the debris and all materials resulting from the demolition of the structure(s) or building(s) shall become the property of the contractor.

SECTION 7. That this measure shall take effect and be in force after the earliest time allowed by law, after its passage and approval by the Mayor.

Caucus 16 February 2021
1st Reading 16 February 2021
2nd Reading 16 February 2021
PASSED 16 February 2021

SIGNED /s/ David Falquette
President of Council

ATTEST /s/ Amy L. Yockey
Clerk of Council

APPROVED /s/ Timothy L. Theaker
Mayor

APPROVED AS TO FORM: John R. Spon
Law Director
City of Mansfield, Ohio

BILL #21-034

ORDINANCE # _____

BY: MRS. MEIER

Declaring the remains of a designated dwelling (278 Harman Street) to be insecure, unsafe, structurally defective and dangerous to life and other property; directing the demolition thereof by City forces or contract labor, materials and equipment, and declaring an emergency.

WHEREAS, under authority of Section 3, Article XVIII of the Ohio Constitution and §§715.26, 715.261, 3737.14 and 3737.28 of the Ohio Revised Code, the City has enacted Chapter 1335 of the Mansfield Codified Ordinances, 1997, relating to the removal and repair of buildings and structures for the purpose of safeguarding life and property and for the promotion of the peace, health, safety and welfare of the City of Mansfield and its inhabitants, and

WHEREAS, the Bureau of Buildings, Inspections, Licenses and Permits has, pursuant to Chapter 1335 of the Mansfield Codified Ordinances, 1997, made its inspection and issued its notice and order as pertains to the remains of the building and structure hereinafter described, and

WHEREAS, the owner or occupant has failed to comply with the order issued by the Bureau, and

WHEREAS, Council is fully advised in this matter by reason of the reports and proceedings of the Bureau.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE
CITY OF MANSFIELD, STATE OF OHIO:**

SECTION 1. That it is hereby determined and declared that a two-story, wood-sided, residential structure, and its accessory structures, all with severe structural damage, located on the premises described in Section 2 hereinafter are insecure, unsafe, structurally defective and dangerous to life and other property by reason of their hazardous and unsound condition, unsound and unsafe walls, floors, foundation and ceilings, and by reason of want of repair, age and dilapidation; and it is hereby further determined and declared that by reason thereof said buildings or structures are beyond repair and are a nuisance.

SECTION 2. That the premises referred to in Section 1 hereof are described as follows: Situated in the City of Mansfield, County of Richland and State of Ohio: being lot numbers Sixteen Thousand Nine Hundred Seventy-one (#16971) of the consecutively numbered lots in the City of Mansfield. Plat volume 9, Page 5 of plats, recorder's office, Richland County, Ohio

Parcel Numbers: 027-04-099-07-000

Owner: Nicholas J. Bannworth and Unknown Spouse and Leah Byard and Unknown Spouse

Address: 278 Harman Street

SECTION 3. That the Bureau of Buildings, Inspections, Licenses and Permits is hereby authorized and directed to enter into a contract according to law with a competent and licensed contractor for the provision of labor, materials and equipment for the demolition and removal of

the building(s) or structure(s) hereinbefore described, including any fences, concrete stairs, retaining walls and all appurtenances thereto, together with the removal of all debris and leveling to grade, or to proceed by force account, in execution of its order under §§ 1335.09 of the Mansfield Codified Ordinances, 1997, and to otherwise comply with the provisions of said Chapter 1335.

SECTION 4. That the costs authorized in Section 3 above may be paid from Demolition Fund (#238), Community Development Operations (238.65.01), Contractual Services classification or a Richland County Land Reutilization Corporation funding source.

SECTION 5. That the Bureau shall notify the owner or occupant to remove all chattels and personal property from the building(s) and/or lot not less than five (5) days prior to the commencement of demolition and the failure of the owner or occupant to so remove such personal property and chattels shall be deemed an intentional abandonment thereof by such owner or occupant and such property may be subject to salvage rights of the demolition contractor.

SECTION 6. That the debris and all materials resulting from the demolition of the structure(s) or building(s) shall become the property of the contractor.

SECTION 7. That by reason of the immediate necessity of removing a nuisance which is insecure, unsafe, structurally defective and dangerous to life and other property, this measure is determined to be an emergency Ordinance for the immediate preservation of the public peace, health, safety and welfare of the City of Mansfield and its inhabitants and providing it receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its adoption, otherwise from and after the earliest time allowed by law, after its passage and approval by the Mayor.

Caucus	<u>16 February 2021</u>		
1 st Reading	<u>16 February 2021</u>		
2 nd Reading	<u>16 February 2021</u>		
PASSED	<u>16 February 2021</u>	SIGNED	<u>/s/ David Falquette</u> President of Council
ATTEST	<u>/s/ Amy L. Yockey</u> Clerk of Council	APPROVED	<u>/s/ Timothy L. Theaker</u> Mayor

APPROVED AS TO FORM: John R. Spon
Law Director
City of Mansfield, Ohio

BILL #21-035

ORDINANCE # _____

BY: MRS. MEIER

Declaring the remains of a designated dwelling (397 Buffalo Street) to be insecure, unsafe, structurally defective and dangerous to life and other property; directing the demolition thereof by City forces or contract labor, materials and equipment, and declaring an emergency.

WHEREAS, under authority of Section 3, Article XVIII of the Ohio Constitution and §§715.26, 715.261, 3737.14 and 3737.28 of the Ohio Revised Code, the City has enacted Chapter 1335 of the Mansfield Codified Ordinances, 1997, relating to the removal and repair of buildings and structures for the purpose of safeguarding life and property and for the promotion of the peace, health, safety and welfare of the City of Mansfield and its inhabitants, and

WHEREAS, the Bureau of Buildings, Inspections, Licenses and Permits has, pursuant to Chapter 1335 of the Mansfield Codified Ordinances, 1997, made its inspection and issued its notice and order as pertains to the remains of the building and structure hereinafter described, and

WHEREAS, the owner or occupant has failed to comply with the order issued by the Bureau, and

WHEREAS, Council is fully advised in this matter by reason of the reports and proceedings of the Bureau.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE
CITY OF MANSFIELD, STATE OF OHIO:**

SECTION 1. That it is hereby determined and declared that a two-story, wood-sided, residential structure and its accessory structures, all with severe structural damage, located on the premises described in Section 2 hereinafter are insecure, unsafe, structurally defective and dangerous to life and other property by reason of their hazardous and unsound condition, unsound and unsafe walls, floors, foundation and ceilings, and by reason of want of repair, age and dilapidation; and it is hereby further determined and declared that by reason thereof said buildings or structures are beyond repair and are a nuisance.

SECTION 2. That the premises referred to in Section 1 hereof are described as follows: Situated in the City of Mansfield, County of Richland and State of Ohio: and being lot numbers Two Thousand Eight Hundred Sixty (#2860) and Two Thousand Eight Hundred Sixty-one (#2861) of the consecutively numbered lots in the City of Mansfield.

Parcel Numbers: 027-05-043-14-000 and 027-05-106-06-000

Owner: Linda L. Carter and Unknown Spouse

Address: 397 Buffalo Street

SECTION 3. That the Bureau of Buildings, Inspections, Licenses and Permits is hereby authorized and directed to enter into a contract according to law with a competent and licensed contractor for the provision of labor, materials and equipment for the demolition and removal of

BILL #21-037

ORDINANCE # _____

BY: MR. VAN HARLINGEN

Appropriating the sum of two hundred twenty thousand eight hundred, thirty-eight and 00/100 dollars (\$220,838.00) from the unappropriated Industrial Development Fund (#216) to appropriate the City’s restricted revolving loan fund cash balance to provide financial assistance to local companies for future growth, and expansion, and declaring an emergency.

WHEREAS, \$30,000 is included for M & D Real Estate Investments, LLC to assist with the costs associated with asbestos remediation and demolition of a structure located at 470 Newman Street.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MANSFIELD, STATE OF OHIO:

SECTION 1. That the sum of two hundred twenty thousand eight hundred thirty-eight, and 00/100 dollars (\$220,838.00) be, and the same is hereby, appropriated from the unappropriated Industrial Development Fund (#216) to the Industrial Development Programs (216.30.25) Contractual Services Classification.

SECTION 2. That being an appropriation necessary for current expenses, this Ordinance shall take effect and be in full force immediately upon its passage and approval by the Mayor.

Caucus 16 February 2021
1st Reading 2 March 2021
2nd Reading _____
PASSED 2 March 2021

SIGNED /s/ David Falquette
President of Council

ATTEST /s/ Amy L. Yockey
Clerk of Council

APPROVED /s/ Timothy L. Theaker
Mayor

APPROVED AS TO FORM: John R. Spon
Law Director
City of Mansfield, Ohio



DEPARTMENT OF FINANCE
STATEMENT OF FISCAL IMPACT

RE: MPD Justice Assistance Grant (JAG) - 2020-JG-A02-6204

Nature of Statement and Information Disclosed

This is a statement of fiscal impact for the City of Mansfield to accept funding from the:
Ohio Office of Criminal Justice Services (OCJS)

This impact statement has been performed in accordance with the City's revenue policy, adopted by City Council on August 6, 2013 with ordinance #13-166. It is a statement solely for the purpose of analyzing and reporting the fiscal impact on the City of Mansfield of either accepting or not accepting the proposed funding and using certain assumptions as indicated herein. No attempt is made to evaluate the application, award documents or any special condition for suitability to City objectives.

Current Fiscal Impacts

Impact on Revenue

Grant/Other Funding: \$50,000
Funding Period: 1/1/21 - 12/31/21

Impact on Expenditures

PROJECT COSTS:	
Equipment (Body-Worn Camera Project)	50,000
Total Project Costs:	\$

The total project cost is estimated at \$ 50,000 . Note: * Initial award
* No local cash match (In-kind match of \$16,666)

Match Required: \$ 0

Future Fiscal Impact

Impact on Revenue

N/A

Impact on Expenditures

N/A



**DEPARTMENT OF FINANCE
STATEMENT OF FISCAL IMPACT**

Other Future Commitments

N/A

Disclosures of Possible Material Future Events

Repair, maintenance and/or replacement costs of purchased equipment will be the responsibility of the City's Safety Services Fund (#214) after one year warranty expires.

General Assumptions

A fiscal impact statement constitutes a forward-looking statement on the acceptance of funds from sources other than City revenue such as grants and the proper execution of all requirements as set forth in any grant application, agreement, or other duly enforceable stipulations.

In any case where a reasonable expectation of a future condition or event has been disclosed or is already known to Finance Department personnel, that information has been used as an assumption in the fiscal impact statement. Expectations not known or not considered reasonably expected to occur have been excluded from the fiscal impact statement. If an event or condition may occur which would have a material and *direct* fiscal impact, but is not reasonably expected to occur, it is disclosed in the fiscal impact statement.

General assumptions are made in this fiscal impact statement that the City staff executing the grant program already possess the required knowledge to perform all of the requirements of the grant, and that the information provided to the Finance Department to prepare this impact statement is true and correct. It is also assumed that no outside events will create a positive or negative influence on the grant program, and that there will be no changes in the legal, operational, or economic environment in which the grant program and the City as a whole operates, except as disclosed herein.



DEPARTMENT OF FINANCE
STATEMENT OF FISCAL IMPACT

RE: METRICH Justice Assistance Grant (JAG) - 2020-JG-A01-6404

Nature of Statement and Information Disclosed

This is a statement of fiscal impact for the City of Mansfield to accept funding from the:
Ohio Office of Criminal Justice Services (OCJS)

This impact statement has been performed in accordance with the City's revenue policy, adopted by City Council on August 6, 2013 with ordinance #13-166. It is a statement solely for the purpose of analyzing and reporting the fiscal impact on the City of Mansfield of either accepting or not accepting the proposed funding and using certain assumptions as indicated herein. No attempt is made to evaluate the application, award documents or any special condition for suitability to City objectives.

Current Fiscal Impacts

Impact on Revenue

Grant/Other Funding: \$112,500
Funding Period: 1/1/21 - 12/31/21

Impact on Expenditures

PROJECT COSTS:	
Covert Operations	112,500
Total Project Costs:	\$

The total project cost is estimated at \$ 112,500 . Note: * Grant awarded annually
* No local match

Match Required: \$0

Future Fiscal Impact

Impact on Revenue

N/A

Impact on Expenditures

N/A



**DEPARTMENT OF FINANCE
STATEMENT OF FISCAL IMPACT**

Other Future Commitments

N/A

Disclosures of Possible Material Future Events

N/A

General Assumptions

A fiscal impact statement constitutes a forward-looking statement on the acceptance of funds from sources other than City revenue such as grants and the proper execution of all requirements as set forth in any grant application, agreement, or other duly enforceable stipulations.

In any case where a reasonable expectation of a future condition or event has been disclosed or is already known to Finance Department personnel, that information has been used as an assumption in the fiscal impact statement. Expectations not known or not considered reasonably expected to occur have been excluded from the fiscal impact statement. If an event or condition may occur which would have a material and *direct* fiscal impact, but is not reasonably expected to occur, it is disclosed in the fiscal impact statement.

General assumptions are made in this fiscal impact statement that the City staff executing the grant program already possess the required knowledge to perform all of the requirements of the grant, and that the information provided to the Finance Department to prepare this impact statement is true and correct. It is also assumed that no outside events will create a positive or negative influence on the grant program, and that there will be no changes in the legal, operational, or economic environment in which the grant program and the City as a whole operates, except as disclosed herein.

BILL #21-040

ORDINANCE # _____

BY: MR. VAN HARLINGEN

Authorizing the acceptance of funding from the Ohio Office of Criminal Justice Services (OCJS) for the Northern Ohio Violent Crime Consortium (NOVCC), in the amount of seventy-seven thousand, seven hundred fifty-six and 00/100 dollars (\$77,756.00) to reduce violence in high crime areas and assist the Mansfield Police Department’s effort to create safer neighborhoods, and declaring an emergency.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MANSFIELD, STATE OF OHIO:

SECTION 1. That funding from the Ohio Office of Criminal Justice Services (OCJS) for the Northern Ohio Violent Crime Consortium (NOVCC), to reduce violence in high crime areas and assist the Mansfield Police Department’s effort to create safer neighborhoods, in the amount of seventy-seven thousand, seven hundred fifty-six and 00/100 dollars (\$77,756.00) be, and the same is hereby, accepted, and the appropriate officers are authorized to execute any and all documents pertaining to the receipt and use of said funds.

SECTION 2. That of the funds accepted by Section 1 hereof, the sum of seventy-seven thousand, seven hundred fifty-six and 00/100 dollars (\$77,756.00) shall currently be, and the same is hereby, appropriated from the unappropriated Grant Fund (#224) to the following classifications:

224.15.30 Mansfield Police Grant

Personal Services	\$12,042.00
Contractual Services	\$50,714.00
Capital Outlay	<u>\$15,000.00</u>
Total	\$77,756.00

SECTION 3. That by reason of the immediate necessity for ratifying the acceptance of said grant funds and applying them to the project costs in accordance with grant requirements, this measure is determined to be an emergency Ordinance for the immediate preservation of the public peace, health, safety and welfare of the City of Mansfield and its inhabitants and providing it receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its adoption, otherwise from and after the earliest time allowed by law, after its passage and approval by the Mayor.

Caucus	<u>16 February 2021</u>
1 st Reading	<u>16 February 2021</u>
2 nd Reading	<u>16 February 2021</u>
PASSED	<u>16 February 2021</u>

SIGNED /s/ David Falquette
President of Council

ATTEST /s/ Amy L. Yockey
Clerk of Council

APPROVED /s/ Timothy L. Theaker
Mayor

APPROVED AS TO FORM: John R. Spon
Law Director
City of Mansfield, Ohio



DEPARTMENT OF FINANCE
STATEMENT OF FISCAL IMPACT

RE: NOVCC Crime Analysis Grant

Nature of Statement and Information Disclosed

This is a statement of fiscal impact for the City of Mansfield to accept funding from the:
Ohio Office of Criminal Justice Services (OCJS)

This impact statement has been performed in accordance with the City's revenue policy, adopted by City Council on August 6, 2013 with ordinance #13-166. It is a statement solely for the purpose of analyzing and reporting the fiscal impact on the City of Mansfield of either accepting or not accepting the proposed funding and using certain assumptions as indicated herein. No attempt is made to evaluate the application, award documents or any special condition for suitability to City objectives.

Current Fiscal Impacts

Impact on Revenue

Grant/Other Funding: \$77,756.00
Funding Period: 10/1/20-12/31/21

Impact on Expenditures

PROJECT COSTS:	
Personnel Costs	\$12,042.00
Training	10,000.00
Software Licenses	20,900.00
Other Contract Services	19,814.00
Equipment	15,000.00
Total Project Costs:	\$ 77,756.00

The total project cost is estimated at \$ 77,756.00 . Note: * No local match
* Similar NOVCC award previously funded through Kent State University (Ord. #19-021).

Match Required: \$ 0

Future Fiscal Impact

Impact on Revenue

N/A

Impact on Expenditures

N/A



**DEPARTMENT OF FINANCE
STATEMENT OF FISCAL IMPACT**

Other Future Commitments

N/A

Disclosures of Possible Material Future Events

Grant pays the renewal of data sharing software licenses for the Mansfield Police Department totaling \$20,900, and the cost of 12 phones totaling \$8,000. Future MPD license subscriptions and phone service would be the responsibility of the Safety Service Fund (#214) unless another grant is awarded.

General Assumptions

A fiscal impact statement constitutes a forward-looking statement on the acceptance of funds from sources other than City revenue such as grants and the proper execution of all requirements as set forth in any grant application, agreement, or other duly enforceable stipulations.

In any case where a reasonable expectation of a future condition or event has been disclosed or is already known to Finance Department personnel, that information has been used as an assumption in the fiscal impact statement. Expectations not known or not considered reasonably expected to occur have been excluded from the fiscal impact statement. If an event or condition may occur which would have a material and *direct* fiscal impact, but is not reasonably expected to occur, it is disclosed in the fiscal impact statement.

General assumptions are made in this fiscal impact statement that the City staff executing the grant program already possess the required knowledge to perform all of the requirements of the grant, and that the information provided to the Finance Department to prepare this impact statement is true and correct. It is also assumed that no outside events will create a positive or negative influence on the grant program, and that there will be no changes in the legal, operational, or economic environment in which the grant program and the City as a whole operates, except as disclosed herein.

BY: MRS. MOTON

Adopting personnel positions, pay grades and salaries for certain employees of the City of Mansfield 2021 payroll year, and declaring an emergency.

WHEREAS, the specific wages or salaries to be paid to employees holding positions designated herein shall be established in accordance with the applicable collective bargaining agreement or by Ordinance establishing salary ranges, etc. for positions excluded from collective bargaining units.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MANSFIELD, STATE OF OHIO:

SECTION 1. AIRPORT DIVISION - PERSONNEL. The Airport Division within the Public Service Department shall be composed of the following personnel who shall be compensated in accordance with the salary range, pay grade or hourly rates indicated:

<u>POSITION</u>	<u>SALARY/GRADE/HOURLY</u>
a. Manager + (Administrative) °	\$37,250 - \$65,000 66,400
b. Operations Supervisor	\$36,750 - \$63,000
c. Confidential Secretary °	\$19,500 - \$48,000
d. Motor Equipment Operator (4)	13
e. Laborer	11

SECTION 2. BUILDING MAINTENANCE DIVISION - PERSONNEL. The Building Maintenance Division within the Public Service Department shall be composed of the following personnel who shall be compensated in accordance with the salary range or pay grade indicated:

<u>POSITION</u>	<u>SALARY/GRADE/HOURLY</u>
a. Operations Supervisor	\$36,750-\$63,000
b. Building Maintenance Aid II (2)	16
c. Building Maintenance Aid I (2) Laborer	9 11

SECTION 3. CERTIFIED BUILDING DIVISION - PERSONNEL. The Certified Building Division, a subdivision of the Engineering Division, within the Public Service Department shall be composed of the following personnel who shall be compensated in accordance with the salary range, pay grade, or hourly rates indicated:

<u>POSITION</u>	<u>SALARY/GRADE/HOURLY</u>
a. Manager+(Administrative)	\$37,150 - \$65,000
b. Chief Building Official + (Professional)	\$37,150 - \$74,200 74,400
c. Supervisor I /Electrical Safety Inspector °	\$30,250 - \$56,500
d. Confidential Secretary °	\$19,500 - \$48,000
e. Housing Inspector (4)	12
f. Account Clerk (2)	11

SECTION 4. CITY COUNCIL - PERSONNEL. In accordance with Article III, Section 3.03 of the Mansfield City Charter, the following personnel are authorized in the office of the Clerk of City Council and shall be compensated as indicated:

POSITION	SALARY
a. Clerk of Council + (Elected)	\$27,500-\$49,500
b. Assistant Clerk of Council + (Elected)	\$27,500-\$49,500

Members of the majority political party of Council shall designate the Clerk of Council and members of the next ranking political party of Council shall designate the Assistant Clerk of Council and each of them shall serve at the pleasure of the party members by whom they were designated.

SECTION 5. CIVIL SERVICE COMMISSION - PERSONNEL. The Civil Service Commission shall be composed of the following personnel who shall be compensated in accordance with the salary range indicated:

POSITION	SALARY
a. Commissioner Civil Service (3) + (Elected)	\$3,640-\$5,297
b. Clerk, Civil Service Commission + (Elected)	\$4,200-\$6,540

SECTION 6. CLEARFORK RESERVOIR DIVISION - PERSONNEL. The Clearfork Reservoir Division within the Public Service Department shall be composed of the following personnel who shall be compensated in accordance with the salary range, pay grade, or hourly rates indicated:

POSITION	SALARY/GRADE/HOURLY
a. Operations Supervisor	\$36,750-\$63,000 \$63,700
b. Supervisor I°	\$30,200-\$56,500
c. Special Police/MEO (2)	14
d. Motor Equipment Operator	13
e. Park Police Officer /Labor (2)	11
f. Laborer (2)	11
g. Seasonal Park Police/Full-time Temporary (2)	State Minimum Wage-\$12.00 per hr.

SECTION 7. COMMUNITY DEVELOPMENT DIVISION - PERSONNEL. The Community Development Division within the Public Service Department shall be composed of the following personnel who shall be compensated in accordance with the pay grade, salary range, or hourly rates indicated:

POSITION	SALARY/GRADE/HOURLY
a. Economic Development Director + (Administrative	\$37,500-\$78,300 \$78,900
b. Assistant Grant Specialist (Part-Time)	\$25,000 – \$45,000
c. Community Development & Housing Director + (Administrative)	\$37,500-\$76,000
d. Community Development Officer + (Administrative)	\$27,000-\$52,500
e. Secretary III	13
f. Relocation/Rehabilitation Specialist	16
g. f. Fiance Officer	16
h. g. Rehabilitation Officer (2)	16

SECTION 8. INFORMATION TECHNOLOGY (IT) DIVISION – PERSONNEL. The Information Technology Division within the Public Service Department shall be composed of the following personnel who shall be compensated in accordance with the salary range or pay grade indicated:

POSITION	SALARY/GRADE/HOURLY
a. Manager Director + (Administrative)	\$45,000-\$65,000 \$55,000-\$75,000
b. Administrator (3) (4) + (Administrative) °	\$35,000-\$60,000 \$40,000-\$65,000
e. Computer Technician (3)	15

SECTION 9. ENGINEERING DIVISION – PERSONNEL. The Engineering Division within the Public Service Department shall be composed of the following personnel who shall be compensated in accordance with the salary range, pay grade, or hourly rates indicated:

POSITION	SALARY/GRADE/HOURLY
a. Chief City Engineer + (Professional)	\$50,000- \$94,000
b. Deputy City Engineer + (Professional)	\$42,682- \$74,200
c. G.I.S. Specialist + (Administrative) °	\$49,000 - \$65,000
d. Project Planner (3)+ (Administrative) °	\$37,500 -\$63,000
e. Program Coordinator + (Administrative)°	\$32,500-\$49,500
f. e. Administrative Assistant + (Administrative)°	\$28,000-\$53,100
g. f. Confidential Secretary°	\$19,500-\$48,000

SECTION 10. FINANCE DIRECTOR – PERSONNEL. The Finance Director is authorized to appoint the following personnel who shall be compensated in accordance with a salary range, pay grade, or hourly rates indicated:

POSITION	SALARY/GRADE/HOURLY
a. Assistant Finance Director + (Elected)	\$40,000-\$74,200 \$75,200
b. Income Tax Director + (Elected)	\$40,000-\$70,000
c. Assistant Income Tax Director + (Elected) °	\$21,492-\$42,000
e. d. Payroll Director + Elected)	\$40,000-\$65,000
d. e. Internal Auditor + (Elected)°	\$35,000-\$72,100 \$73,600
e. f. Tax Compliance Officer + (Elected)°	\$25,000-\$44,000
f. g. Confidential Accountant + (Elected) °	\$35,000-\$64,000
g. h. Administrative Assistant (Finance) + (Elected)°	\$24,200-\$48,250
h. i. Inventory Control Officer + (Elected) °	\$21,492-\$45,000
i. j. Income Tax Enforcement Officer + (2) (1) (Elected) °	\$21,492-\$42,000
j. k. Senior Account Clerk	14
k. l. Field Tax Clerk	14
l. m. Finance Clerk (7)	13
m. Payroll Clerk	15
n. Assistant Payroll Clerk (2)	11
o. n. Finance/Income Tax Court Coordinator	15

SECTION 11. FIRE DIVISION CIVILIAN - PERSONNEL. The following civilian personnel authorized for appointment in the Fire Division in the Public Safety Department shall be compensated in accordance with the salary range, pay grade, or hourly rates indicated:

<u>POSITION</u>	<u>SALARY/GRADE/HOURLY</u>
a. Administrative Assistant + (Administrative)	\$28,000-\$53,100
b. Automotive Mechanic (2)	15

SECTION 12. FIRE DIVISION SAFETY - PERSONNEL. The following safety personnel authorized for appointment in the Fire Division in the Public Safety Department shall be compensated in accordance with the salary range indicated:

<u>POSITION</u>	<u>SALARY/GRADE/HOURLY</u>
a. Chief of Fire + (Executive)	\$65,000-\$94,100 \$97,900
b. Assistant Chief of Fire (3) + (Administrative)	\$58,000-\$87,750 \$95,000
c. Captain (8) (9)	C
d. Lieutenant (12) (11)	L
e. Firefighter (81)	FF (P-5)

SECTION 13. HUMAN RESOURCES DIVISION - PERSONNEL. The following personnel are authorized for appointment in the Human Resources Division in the Public Service-Safety Department shall be compensated in accordance with the salary range, pay grade or hourly rates indicated:

<u>POSITION</u>	<u>SALARY/GRADE/HOURLY</u>
a. Director + (Executive)	\$50,000-\$73,500
b. Human Resources Specialist (2) + (Administrative)	\$28,000-\$51,500 \$31,200-\$52,600

SECTION 14. LAW DIRECTOR PERSONNEL. The Law Director is authorized to appoint the following office personnel who shall be compensated in accordance with the salary range or hourly rates indicated:

<u>POSITION</u>	<u>SALARY/GRADE/HOURLY</u>
a. Deputy Law Director	\$40,000-\$72,100 \$60,000-\$76,400
b. First Assistant Law Director + (Professional)	\$28,000-\$72,100 \$55,000-\$76,400
c. Assistant Law Director (4) + (Professional)	\$28,500-\$67,000
d. Assistant Law Director (Part-Time) (1) + (Professional)	\$28,500-\$57,000
e. Executive Assistant + (Administrative)	\$30,000-\$57,500 \$31,200-\$61,200
f. Confidential Secretary (3) + (Elected) °	\$18,750-\$45,750 \$46,600
g. Victim of Crime Advocate (2) + (Administrative) °	(Per Grant)
g. Paralegal	State Minimum Wage-\$12.00 per hr.
h. Investigator + (Elected) °	\$20,987-\$28,080

~~**SECTION 15. LITTER PREVENTION DIVISION - PERSONNEL.** The Litter Prevention Division within the Public Service Department shall be composed of the following personnel who shall be compensated in accordance with the salary range or hourly rates indicated:~~

[SECTION 15 RESERVED REMOVED]

SECTION 16.15. MAYOR - PERSONNEL. The Mayor is authorized to appoint the following personnel who shall be compensated in accordance with the salary range or hourly rates indicated:

POSITION	SALARY/GRADE/HOURLY
a. Mayor's Administrative Assistant +(Elected)	\$28,000-\$53,100

SECTION 17.16. METRICH ENFORCEMENT UNIT - PERSONNEL. The Metrich Enforcement Unit within the Public Safety Department shall be composed of the following personnel who shall be compensated as set forth in the grant.

POSITION	SALARY/GRADE/HOURLY
a. Youth Coordinator (2)	(Per Grant)
b. Secretary (2)	(Per Grant)
c. Full-time Temporary *	(Per Grant)
d. Intermittent *	(Per Grant)

The Metrich Enforcement Unit Program is funded through the Governor's Office of Criminal Justice Services.
The funding for these positions shall cease at the conclusion of the contract (grant).
* The number of positions in a classification will vary from time to time dependent on grant funds available.

SECTION 18.17. MUNICIPAL COURT - PERSONNEL. Upon adoption by the Municipal Court of those provisions of this Section relating to personnel whose salaries are established by the Court, the Municipal Court, in addition to the Judges thereof, shall be composed of the following personnel who shall be compensated in accordance with the salary range or hourly rates indicated:

POSITION	SALARY/GRADE/HOURLY
a. Court Systems Coordinator + (Elected)	(Established by Judges)
b. Court Administrator + (Elected)	(Established by Judges)
c. Chief Probation Officer (Administrative)	\$32,000-\$70,900
d. Special Projectors Coordinator + °	\$25,000-\$44,100
e. Probation Officer (12) °	\$27,000-\$60,900
f. Assignment Commissioner (2)+	\$20,000 \$52,000 \$57,000
g. Court Security Officer (Part-Time) (7) +	\$15.00- \$20.00 22.00 per hr.
h. Confidential Secretary (5) + (Elected) °	\$20,000-\$52,000
i. Magistrate (2) + (Elected)	(Established by Judges)
j. Bailiff (9) + (Elected)°	(Established by Judges)

SECTION 19.18. MUNICIPAL COURT CLERK - PERSONNEL. Upon adoption of the provisions of this Section by the Clerk of the Municipal Court, the office of the Municipal Court Clerk shall be composed of the following personnel:

POSITION	SALARY/GRADE/HOURLY
a. Chief Deputy	(Established by Clerk)
b. Senior Deputy Clerk (2)	(Established by Clerk)
c. Deputy Clerk (Full-time) (13)	(Established by Clerk)

d. Deputy Clerk (Part-time) (6)	(Established by Clerk)
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~~SECTION 20. THE DEPARTMENT OF REGIONAL COMMUNITY ADVANCEMENT~~ The Department of Regional Community Advancement within the Public Service Department shall be composed of the following personnel who shall be compensated in accordance with the salary range or hourly rates indicated:

POSITION	SALARY/GRADE/HOURLY
a. Director + (Executive) ^o	\$36,000-\$60,900
e. Project Secretary/Administrative Assistant + (Administrative)*	(Per Grant)
e. Project Coordinator (4) *	(Per Grant)
* The number of positions in a classification will vary from time to time dependent on grant funds availability.	

[SECTION 20 REMOVED]

~~SECTION 21.~~ **19. PARKS AND RECREATION DIVISION - PERSONNEL.** The Parks and Recreation Division within the Public Service Department shall be composed of the following personnel who shall be compensated in accordance with the salary range, pay grade, or hourly rates indicated:

POSITION	SALARY/GRADE/HOURLY
a. Manager Superintendent + (Administrative)	\$27,125-\$63,000
b. Confidential Secretary ^o	\$19,500-\$45,750
e. Maintenance Worker (Part time)	State Minimum Wage \$12.00 per hour
d. c. Carpenter/Building Maintenance Aide (2) (1)	16
e. Laborer	11
f. d. Park Equipment Operator (3)	11
g. e. Recreation Coordinator II	\$30,500-\$46,600
h. Recreation Coordinator I (Part Time)	State Minimum Wage \$12.00 per hour

~~SECTION 22.~~ **20. POLICE DIVISION - CIVILIAN PERSONNEL.** The following civilian personnel are authorized for appointment in the Police Division in the Public Safety Department and shall be compensated in accordance with the salary range, pay grade, or hourly rates indicated:

POSITION	SALARY/GRADE/HOURLY
a. Confidential Secretary (3) ^o	\$19,500-\$48,000 \$48,200
b. Forensic Scientist	\$48,402-\$86,500
c. Operations Supervisor - Crime Lab	\$35,000-\$63,000
d. Operations Supervisor - Records	\$35,000-\$63,000
e. Supervisor I - Records	\$30,200-\$56,500
f. Crime Analyst	\$34,000-\$47,500
g. Automotive Mechanic	15
h. Transcriber Clerk (3)	13
i. Evidence Technician (3)	12

j. Police Records Clerk (10)	11
k. Police Aide (3)	11
l. Parking Control Officer (2)	11
m. Laborer (2)	11
n. Secretary I	9
o. Clerk Typist	8
p. DNA Laboratory Technician	(Per Grant)
q. DNA Analyst	(Per Grant)

SECTION 23-21. POLICE DIVISION - SAFETY PERSONNEL. The following safety personnel are authorized for appointment in the Police Division in the Public Safety Department and shall be compensated in accordance with the salary range indicated:

POSITION	SALARY/GRADE/HOURLY
a. Chief of Police + (Executive)	\$61,500-\$97,900 \$65,000-\$97,900
b. Assistant Chief of Police + (Administrative)	\$58,000-\$89,600 \$95,000
c. Captain (2)	C
d. Lieutenant (7)	L
e. Sergeant (13)	S
f. Patrol Officer (78)	P.O. (P-5) (P-3)

SECTION 24-22. PUBLIC SAFETY COMMUNICATIONS CENTER DIVISION - PERSONNEL. The Public Safety Communications Center Division in the Public Safety Department shall be composed of the following personnel who shall be compensated in accordance with the salary range or pay grade indicated:

POSITION	SALARY/GRADE/HOURLY
a. Operations Supervisor	\$36,750-\$63,000
b. Supervisor I (3) ^o	\$30,200-\$56,500
c. Telecommunicator (17)	14

SECTION 25-23. PUBLIC SAFETY-SERVICE DEPARTMENT - PERSONNEL. The following personnel are authorized for appointment in the Public Safety-Service Department and shall be compensated in accordance with the salary range, or hourly rate indicated:

POSITION	SALARY/GRADE/HOURLY
a. Safety-Service Director + (Executive)	\$50,000-\$95,000
b. Administrative Assistant + (Administrative) ^o	\$28,000-\$53,100

SECTION 26-24. PUBLIC WORKS DEPARTMENT-PERSONNEL. The following personnel are authorized for appointment in the Public Works Department and shall be compensated in accordance with the salary range or hourly rates indicate.

POSITION	SALARY/GRADE/HOURLY
a. Public Works Director + (Executive)	\$50,000-\$95,000

SECTION 27.25. SERVICE COMPLEX DIVISION - PERSONNEL. The Service Complex Division within the Public Service Department shall be composed of the following personnel who shall be compensated in accordance with the salary range or pay grade indicated:

POSITION	SALARY/GRADE/HOURLY
a. Operations Supervisor	\$36,500-\$63,000
b. Secretary III (2)	13
c. Storekeeper	14
d. Utility Maintenance Dispatcher (3)	12

SECTION 28.26. SEWER REPAIR DIVISION - PERSONNEL. The Sewer Repair Division, a subdivision of the Service Complex Division, within the Public Service Department shall be composed of the following personnel who shall be compensated in accordance with the salary range or pay grade indicated:

POSITION	SALARY/GRADE/HOURLY
a. Supervisor I °	\$30,200-\$56,500
b. Foreman (2)°	\$28,500-\$52,500
c. Sewer Camera Operator II	14
d. Sewer Camera Operator I	11
e. Repair Worker	13
f. Motor Equipment Operator (12)	13
e. Mason (3)	14
f. Laborer (7)	11

SECTION 29.27. STREET DIVISION - PERSONNEL. The Street Division, a subdivision of the Service Complex Division within the Public Service Department, shall be composed of the following personnel who shall be compensated in accordance with the salary range or pay grade indicated:

POSITION	SALARY/GRADE/HOURLY
a. Supervisor I °	\$30,200-\$56,500
b. Foreman (2) °	\$28,500-\$52,500
c. Motor Equipment Operator (12)	13
d. Senior Traffic Technician	16
e. Traffic Technician (2)	14
f. Laborer (8)	11

SECTION 30.28. UTILITY COLLECTIONS DIVISION - PERSONNEL. The Utility Collections Division within the Public Service Department shall be composed of the following personnel who shall be compensated in accordance with the salary range, pay grade, or hourly rates indicated:

POSITION	SALARY/GRADE/HOURLY
OFFICE SECTION:	
a. Manager + (Administrative)	\$35,000-\$63,000
b. Supervisor I	\$30,200-\$56,500
c. Data Analyst °	\$34,000-\$47,500

d. Account Clerks (11)	11
FIELD SECTION:	
a. Foreman	\$28,500-\$52,500
b. Installer (4)	11
e. Meter Reader	10

SECTION 31-29. VEHICLE REPAIR AND MAINTENANCE DIVISION - PERSONNEL. The Vehicle Repair and Maintenance Division, a subdivision of the Service Complex Division within the Public Service Department, shall be composed of the following personnel who shall be compensated in accordance with the salary range or pay grade indicated:

<u>POSITION</u>	<u>SALARY/GRADE/HOURLY</u>
a. Supervisor I °	\$30,200-\$56,500
b. Foreman °	\$28,500-\$52,500
c. Automotive Mechanic (6)	15
d. Body Shop Repair Worker (2)	15
e. Laborer	11

SECTION 32-30. WASTEWATER TREATMENT DIVISION - PERSONNEL. The Wastewater Treatment Division within the Public Service Department shall be composed of the following personnel who shall be compensated in accordance with the salary range or pay grade indicated:

<u>POSITION</u>	<u>SALARY/GRADE/HOURLY</u>
a. Manager + (Administrative)	\$35,381- 85,000
b. Operations Supervisor	\$36,750-\$63,000
c. Supervisor I (Maintenance) °	\$30,200-\$56,500
d. Environmental Compliance Supervisor I	\$34,000-\$56,500
e. Lab Technician (2)	16
f. Computer/Electronic/Instrumentation Technician	16
g. Maintenance Technician (3)	16
h. Solids Dewatering Operator	16
i. Shift Operator I	15
i. Shift Operator (5)	13
j. Filter Press Operator I	13
k. Sampling Aides (2)	13
l. Account Clerk	11

SECTION 33-31. WATER REPAIR DIVISION - PERSONNEL. The Water Repair Division, a subdivision of the Service Complex Division within the Public Service Department, shall be composed of the following personnel who shall be compensated in accordance with the salary range or pay grade indicated:

<u>POSITION</u>	<u>SALARY/GRADE/HOURLY</u>
a. Supervisor I °	\$30,200-\$56,500
b. Foreman (2)°	\$28,500-\$52,500
c. Repair Worker (6)	13
d. Motor Equipment Operator (12)	13
e. Mason	14

f. Account Clerk	11
g. Laborer (8)	11

SECTION 34. 32. WATER TREATMENT DIVISION - PERSONNEL. The Water Treatment Division within the Public Service Department shall be composed of the following personnel who shall be compensated in accordance with the salary range, pay grade, or hourly rates indicated:

POSITION	SALARY/GRADE/HOURLY
a. Manager + (Administrative)	\$35,381-\$85,000
b. Operations Supervisor (Chief Operator) °	\$36,750-\$63,000
c. Supervisor I (2) (3) °	\$30,200-\$56,500
d. Laboratory Technician	16
e. Maintenance Mechanic (2)	16
f. Shift Operator I	15
g. Shift Operator (6)	13

SECTION 35. 33. MISCELLANEOUS - PERSONNEL. In addition to those listed in a certain section of this Ordinance, the following part-time and/or temporary personnel positions shall be established for use on an as needed or required basis by any of the departments and/or divisions listed in Section 1 through 32 of this Ordinance.

POSITION	SALARY/GRADE/HOURLY
a. Transitional Trainee (as required) *	Salary commensurate with position being filled
b. Full-time temporary (24) **	State Minimum Wage-\$12.00 per hr.
c. Intermittent (15) ***	State Minimum Wage-\$12.00 per hr.
d. Interim (as required) ****	State Minimum Wage-\$12.00 per hr.
*	The purpose of this position is to provide training for a period of three (3) months of a replacement for employees retiring or resigning from non-bargaining unit positions.
**	An employee who does not work more than 520 hours per calendar year.
***	An employee who does not work more than 20 hours per week and/or 1040 hours per calendar year.
****	An employee appointed to fill for a regular employee on an approved leave of absence or to perform the number of hours and length of time under a grant.

SECTION 36. 34. PAY PLAN. As to any position for which a range is established, increases shall be authorized for an employee in such position no more often than once in a calendar year and only by the appointing authority for the position. An exception to this will be made for employees hired or promoted to a higher position who may receive an increase after six (6) months if so authorized by the appointing authority for this position. Intermittent employees (unless otherwise indicated) shall normally be paid at the minimum hourly rate indicated. Placement at a starting rate above the minimum or any pay increase after the commencement of employment may only occur with the written approval of the Mayor, or other appointing authority.

